

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Labor Statistics and Research
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603



May 13, 2009

**IMPORTANT NOTICE TO AWARDING BODIES AND OTHER
INTERESTED PARTIES REGARDING CORRECTIONS TO THE
DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS**

Dear Public Official/Other Interested Parties:

The travel and subsistence provisions published for the following craft(s) and classification(s) listed below are incorrect. Attached are the correct travel and subsistence provisions.

- **CRAFT/CLASSIFICATION:** Operating Engineer, Tunnel (Operating Engineer), Cranes, Pile Driver and Hoisting Equipment (Operating Engineer), and Building/Construction Inspector and Field Soils and Material Tester (All Shifts)
DETERMINATION: SC-23-63-2-2008-2, SC-23-63-2-2008-2B, SC-23-63-2-2008-1C, and SC-23-63-2-2008-1D.
LOCALITIES: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura Counties.
- **CRAFT/CLASSIFICATION:** Operating Engineer, Tunnel (Operating Engineer), Cranes, Pile Driver and Hoisting Equipment (Operating Engineer), and Building/Construction Inspector and Field Soils and Material Tester (All Shifts)
DETERMINATION: SD-23-63-3-2009-1, SD-23-63-3-2009-1B, SD-23-63-3-2009-1C, and SD-23-63-3-2009-1D.
LOCALITIES: All localities within San Diego County.
- **CRAFT/CLASSIFICATION:** Roofer (All Classifications)
DETERMINATION: ALP-2008-2, ALP-2009-1, AMA-2008-2, AMA-2009-1, BUT-2008-2, BUT-2009-1, CAL-2008-2, CAL-2009-1, COL-2008-2, COL-2009-1, ELD-2008-2, ELD-2009-1, GLE-2008-2, GLE-2009-1, NEV-2008-2, NEV-2009-1, PLA-2008-2, PLA-2009-1, PLU-2008-2, PLU-2009-1, SAC-2008-2, SAC-2009-1, SJO-2008-2, SJO-2009-1, SIE-2008-2, SIE-2009-1, TEH-2008-2, TEH-2009-1, YOL-2008-2, YOL-2009-1, YUB-2008-2 and YUB-2009-1.
LOCALITIES: All localities within Alpine, Amador, Butte, Calaveras, Colusa, El Dorado, Glenn, Nevada, Placer, Plumas, Sacramento, San Joaquin, Sierra, Tehama, Yolo and Yuba Counties.

With the exception of the modifications stated above, all of the wage rates, overtime rates, and other conditions found in the above referenced determinations remain in effect.

These updated travel and subsistence provisions are applicable to public works projects advertised for bids on or after May 23, 2009.

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TRAVEL AND SUBSISTENCE PROVISIONS

FOR

OPERATING ENGINEER

**CRANES, PILE DRIVER AND HOISTING EQUIPMENT
(OPERATING ENGINEER)**

TUNNEL (OPERATING ENGINEER)

**BUILDING/CONSTRUCTION INSPECTOR, FIELD SOILS AND
MATERIAL TESTER, and NON-DESTRUCTIVE TESTING**

IN

**IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE,
RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA
BARBARA, AND VENTURA COUNTIES**

Southern California

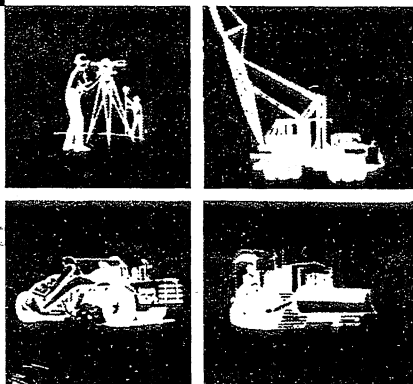
RESOLVED

Industrial Relations

JUL 4 5 2008

Work & Research

California



MASTER LABOR AGREEMENT

B E T W E E N

THE INTERNATIONAL
UNION OF OPERATING
ENGINEERS

A N D T H E

SOUTHERN CALIFORNIA
CONTRACTORS ASSOCIATION, INC.



LOCAL 12

JULY 1, 2007

THROUGH

JUNE 30, 2010

2. Hiring - Contractor Responsibilities:

(f) When employees are transferred to a job by the Employer and of necessity must remain away from their permanent home, the Employer and employee will agree to the amount of compensation if the job is not located in a subsistence zone.

Q. Special Rules:

4. Employees shall travel to and from their daily initial reporting place on their own time and by means of their own transportation.

Whenever free parking is not available on or within three hundred and fifty (350) yards of a jobsite, the Contractor shall be responsible for designating a free parking area for his employees. The Contractor shall be responsible for payment of wages from the reporting point (parking area), to the jobsite, and from job-to-job and return. However, employees who voluntarily report to a point for free transportation to the jobsite will not be compensated for the time enroute and return. For off-shore work, employees will receive travel pay at straight-time rates from point of embarkation-to-jobsite and from jobsite-to-debarkation, regardless of mode of transportation.

5. Jobsite Transportation:

Whenever because of remoteness of parking areas, hazardous road conditions or security restrictions, the Employer is required to furnish transportation for workmen within the jobsite to the place of their "work", this transportation shall be equipped with seats and handrails.

6. In the event free parking facilities are not available within three hundred and fifty (350) yards of a jobsite, the individual Employer will

provide such facilities and the individual Employer shall have the right to designate parking areas to be used. Where, because of congested parking conditions, it is necessary to use public facilities, the Employer shall reimburse the employee for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, such reimbursement to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier. Designated parking areas shall be reasonably level and graded to the drain.

T. Subsistence:

1. In the subsistence area as hereafter defined in "Exhibit A" subject to the exceptions noted below, subsistence shall be paid at the rate of Thirty Dollars (\$30.00) per scheduled work day. There shall be no prorating of subsistence. Subsistence shall apply to workmen and/or employees who report to work and for whom no work is provided.

(a) Effective on all work bid after July 1, 2007, the areas inside the boundaries of China Lake Naval Reserve, Vandenberg Air Force Base, Point Arguello, Seely Naval Base, Fort Irwin Army Base, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards Air Force Base and 29 Palms Marine Base, Zone Pay as hereinafter defined in "Exhibit A" shall apply for which the hourly rate of pay will be Three Dollars and seventy-five cents (\$3.75) per hour above the regular rate and shall become the base rate for the entire shift.

(b) Zone pay is hereafter established effective July 9, 2007, and defined as "Exhibit B" subject to the exceptions noted below,

zone pay shall be paid at the rate of Two Dollars (\$2.00) per hour above the regular rate of pay and shall become the base rate for the entire shift. This zone pay area is located in the northern portion of "Exhibit B" delineated by the color blue.

Those areas defined in "Exhibit B" by the color yellow shall be One Dollar (\$1.00) per hour above their regular rate of pay and shall become their base rate for the entire shift.

2. An employee or workman who is required to report or perform any work in a subsistence area, for any portion of the day or shift, shall receive the established subsistence rate for the entire day or shift.

3. Exception to the above requirements may be taken and no subsistence furnished or paid in the following instances:

(a) Where the work performed on the job or project is located entirely within the free zone designated in "Exhibit A".

(b) When the home of an employee, at the time a job is bid or commitment made on non-bid jobs is located within the

subsistence area and within a thirty (30) mile radius of the center of the job or project, which is also located in the subsistence area.

(c) Where subsistence is applicable when the Contractor advises the employee that the project will be discontinued for a period of two (2) days, he shall give the employee the opportunity to return to his home and subsistence shall not be applicable for these days. If such notice is not given to the employee, subsistence shall be payable for the days that work is discontinued.

4. Subsistence shall be paid at the rate of Thirty Two Dollars (\$32.00) per day in the counties of Inyo and Mono.

5. When the home of an employee, at the time a job is bid or commitment is made on non-bid jobs, is located within a fifty (50) mile radius of the center of a job or project in Inyo and Mono Counties, subsistence will not be applicable.

6. Subsistence, as provided in Section T, Paragraph 1 shall be paid on jobs on the following offshore islands:

Richardson Rock
Santa Cruz Island
Arch Rock
San Nicholas Island
Santa Catalina Island
San Miguel Island
Santa Barbara Island
San Clemente Island
Santa Rosa Island
Anacapa Island
(Channel Islands Monument)

7. In the event campsites are established on off-shore islands, in lieu of subsistence, they shall be maintained and operated inclusive of all the stipulations set forth below. Employees reporting at the embarkation point for travel, to the above named islands shall be paid travel time from the mainland to the island and return at the straight-time rate and in no event shall the travel time be less than one (1) hour, regardless of mode of travel. Travel time shall start and end at the point of embarkation, at the time and place designated by the Employer.

8. The Contractor may provide and maintain acceptable room and board, seven (7)

days per week, in compliance with California State Laws, in lieu of subsistence.

9. In the event a campsite is established, employees shall receive travel time from the campsite to the jobsite, and back to the campsite, at the straight-time rate of pay.

10. Employees shall not be transported to and from the campsite or jobsite unless the transporting vehicle meets all safety requirements and the stipulations as set forth in the California Vehicle Code for the transportation of workmen.

11. Payments of subsistence shall be identified, reflecting the number of calendar days of subsistence.

**U. Special Working Rules and
Conditions for Tunnels and Sealed Air Pressure
Bores:**

1. All terms and conditions of this Agreement shall apply to all employees employed on a tunnel job or project unless otherwise specified in this Section U.

(e) Compensation for Travel within Tunnel:

(1) The Contractor shall pay employees covered by this Agreement working within the tunnel, adits or shafts, on a portal-to-portal basis as follows: The hours of employment of such employees shall commence at

the portal of the tunnel, adit or shaft at which he is directed by the Contractor to report for work on his shift and shall end at such portal, except as provided in this Section U, Paragraph 9, Subparagraph (g).

(f) The Contractor shall establish and maintain a change house within a reasonable distance of each portal, adit or shaft which shall include showers, toilet facilities, lockers and heating and drying facilities in accordance with the number of workmen in each crew. Each change house shall be constructed to provide that all clothing will dry between shifts. The Contractor will reimburse employees for clothing or tools lost by fire in an amount up to Five Hundred Dollars (\$500.00) in the event of the destruction of the change house by such fire provided a claim form is filed as provided by the applicable insurance company. This shall not apply to short dry tunnels, two hundred feet (200 ft.) or less, such as under highways or railroad embankments.

(g) If a change house is located more than one thousand, two hundred fifty (1,250) walkable feet from the portal, adit or shaft, then the time of work shall start and end for pay purposes at

the change house. This shall not affect the well established practice of employees who are required to report before their regular starting time to fire up, grease or maintain equipment, or as directed by the Employer to report early or remain after his regular shift. These employees shall be paid at the applicable overtime rate. Overtime shall be reckoned on the hour and the one-half ($\frac{1}{2}$) hour.

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TRAVEL AND SUBSISTENCE PROVISION

FOR

**OPERATING ENGINEER,
CRANES, PILE DRIVING AND HOISTING EQUIPMENT
(OPERATING ENGINEER),
TUNNEL (OPERATING ENGINEER),
FIELD SOILS AND MATERIAL TESTER,
AND
BUILDING/CONSTRUCTION INSPECTOR**

IN

SAN DIEGO COUNTY

San Diego

Department of Industrial Relations

UCI 1-5 2008

Division of Labor Operations & Research
Chief's Office

MASTER LABOR AGREEMENT

B E T W E E N

THE INTERNATIONAL
UNION OF OPERATING
ENGINEERS

A N D T H E

ASSOCIATED GENERAL
CONTRACTORS OF AMERICA
SAN DIEGO CHAPTER, INC.

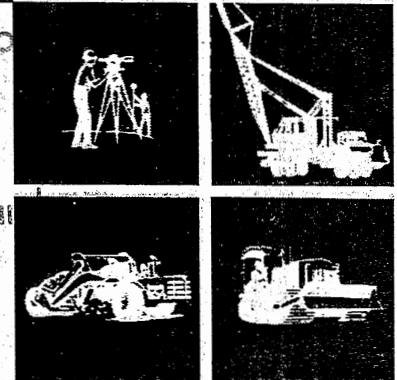


LOCAL 12

JUNE 16, 2007

UNTIL

JUNE 15, 2010



4. Employees shall travel to and from their daily initial reporting place on their own time and by means of their own transportation. Whenever free parking is not available on or within 350 yards of a jobsite, the Contractor shall be responsible for designating a free parking area for his employees, and that parking area shall be considered the reporting point for those employees. The Contractor shall be responsible for payment of wages from the reporting point (parking area), to the jobsite and from job-to-job and return. However, employees who voluntarily report to a point for free transportation to the jobsite will not be compensated for the time in route and return. For offshore work, employees will receive travel pay at straight-time rates from point of embarkation to jobsite and from jobsite to debarkation, regardless of mode of transportation.

6. The Contractor shall provide or pay for parking facilities for employees where a sufficient quantity of available free parking is not available within three (3) blocks of the job. This shall apply to all jobs or projects when work is being performed by Operating Engineers within the entire jurisdiction of Local No. 12.

P. Travel Expense and Subsistence:

1. Effective on all work bid after July 1, 2004, the areas inside the boundaries of Camp Pendleton, Zone pay as hereinafter defined in "Exhibit A" shall apply for which the hourly rate of pay will be Three Dollars and seventy-five cents (\$3.75) per hour above

the regular rate and shall become the base rate for the entire shift.

a. Zone pay is hereafter established effective July 1, 2007, and defined as "Exhibit B" subject to the exceptions noted above, zone pay shall be paid at the rate of One Dollar (\$1.00) per hour above the regular rate of pay and shall become the base rate for the entire shift. This zone pay area is located in the eastern portion of "Exhibit B" delineated by the color blue.

2. Effective July 1, 2004, for all work performed in San Diego County other than Camp Pendleton, at the option of the Employer, either suitable board and room, or Thirty Dollars (\$30.00) per day subsistence allowance in lieu thereof, shall be paid employees covered by this Agreement on remote projects as described in "Exhibit A", attached hereto. Subsistence is to be paid for a minimum of five (5) days per week, or for additional days if work is scheduled. Employees shall be paid subsistence unless they are sent home because of prolonged inclement weather or other conditions causing discontinuance of job operations. Employees sent home will be given at least two (2) consecutive work days off or subsistence will be paid for five (5) days.

4. When a holiday falls on a Monday, Thanksgiving Day, and the Friday following Thanksgiving Day and the employee is not required to work on those days, the Employer shall not be required to pay subsistence.

5. "Exhibit A". A "remote project" is herein defined as portions of various townships and ranges of the San Bernardino Base and Meridian in the County of San Diego, State of California, according to official maps thereof, lying within the limits of the following described line:

Beginning at a point of the intersection of the northerly boundary of San Diego County and the easterly line of Range 3 East, thence southerly on the easterly line of Range 3 East to the Mexican Border.

6. The per day subsistence allowance shall also apply on any construction work performed by the parties hereto on any of the islands offshore from San Diego County.

e. Compensation for Travel Within Tunnel:

The Contractor shall pay employees covered by this Agreement working within the tunnel, adits, or shafts on a portal to portal basis as follows: The hours of employment of such employees shall commence at the portal of the tunnel, adit or shaft at which he is directed by the Contractor to report for work on his shift and shall end at such portal except as provided in Section R-9-g.

f. The Contractor shall establish and maintain a change house within a reasonable distance of each portal, adit or shaft which shall include showers, toilet facilities, lockers and heating and drying facilities in accordance with the number of

workmen in each crew. Each change house shall be constructed to provide that all clothing will dry between shifts. The Contractor will reimburse employees for clothing or tools lost by fire in an amount up to Five Hundred Dollars (\$500.00) in the event of the destruction of the change house by such fire, provided a claim form is filed as provided by the applicable insurance company. This shall not apply to short dry tunnels, two hundred (200) feet or less, such as under highways or railroad embankments.

g. If a change house is located more than one thousand, two hundred and fifty (1,250) walkable feet from a portal, adit or shaft, then the time of work shall start and end for pay purposes at the change house.

6. Subsistence - Hot Plant Supplemental Agreement:

a. When a plant is being erected or moved in or to a subsistence area as outlined in Article XV, Section P, the workmen employed during the erection shall be paid subsistence as set forth in the Master Labor Agreement.

b. When the plant is put into operation, the operating crew shall receive subsistence for a period not to exceed forty-five (45) working days after the plant has been put into operation. Workmen who continue in the operation after erection shall be subject to the forty-five (45) days, including erection and operation.

c. Operating crews at permanently located plants in a subsistence area that are operated on an intermittent basis, shall receive per diem subsistence as outlined in Article XV, Section P, of the Master Labor Agreement.

d. Workmen hired through the Union or transferred from other facilities of the Contractor to a

plant in a subsistence area that is operated on a non-intermittent basis, shall receive subsistence for a period not to exceed forty-five (45) working days.

e. A plant in the subsistence area shall be considered intermittent when the services of a plant crew are not required for ten (10) days or more.

f. Workmen shall receive subsistence rate as defined in Article XV, Section P, under this Article if their home address is more than forty-five (45) miles from the plant.

g. Workmen who are employed at a permanent plant as permanent employees in a non-subsistence area, shall not be eligible for subsistence. However, when employees are requested to report to another plant that is located forty-five (45) miles from their home address, they shall be entitled to subsistence as defined above.

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455 Golden Gate Avenue, 9th Floor
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San Francisco



TRAVEL AND SUBSISTENCE PROVISION

FOR

ROOFER
(ALL CLASSIFICATIONS)

IN

ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA,
EL DORADO, GLENN, NEVADA, PLACER, PLUMAS,
SACRAMENTO, SAN JOAQUIN, SIERRA, TEHAMA, YOLO,
AND YUBA COUNTIES

RECEIVED
Department of Industrial Relations:

AUG 01 2007

Div. of Labor Statistics & Research
Chief's Office

HESTER ROOFING AGREEMENT
2007-2012

232-81-3

The following modifications to the 2007 Working Agreement between Hester Roofing and Local Union No. 81 of the United Union of Roofers, Waterproofers and Allied Workers, AFL-CIO, have been mutually agreed to, effective August 1, 2007.

1. Duration:

A Five-year Agreement; August 1, 2007 to July 31, 2012.

HESTER ROOFING

By: 

John Beatty
Chief Executive Officer

ROOFERS LOCAL UNION NO.81,
UNITED UNION OF ROOFERS,
WATERPROOFERS AND ALLIED
WORKERS, AFL-CIO

By: 

Douglas Ziegler
Business Representative



United Union of Roofers, Waterproofers and Allied Workers

AFFILIATED WITH AFL-CIO AND BUILDING AND CONSTRUCTION TRADES DEPARTMENT

Local Union No. 81

8400 Enterprise Way, Room 122, Oakland, Ca. 94621

510/632-0505

AGREEMENT

The following modifications to the 2004 Working Agreement between Hester Roofing and Local Union No. 81 of the United Union of Roofers, Waterproofers and Allied Workers, AFL-CIO, have been mutually agreed to, effective August 1, 2004.

1. A three-year Agreement: August 1, 2004 to July 31, 2007.
2. Effective August 1, 2004 there will be a Journeyman increase of \$1.30 per hour to be allocated between wages and existing fringe funds by the Local Union. Effective February 1, 2005 there will be a Journeyman increase of \$1.00 per hour to be allocated between wages and existing fringe funds by the Local Union. Effective August 1, 2005 there will be a Journeyman increase of \$.90 per hour to be allocated between wages and existing fringe funds by the Local Union. Effective August 1, 2006 there will be a Journeyman increase of \$.81 per hour to be allocated between wages and existing fringe funds by the Local Union.
3. Effective August 1, 2004, the amount of daily subsistence in Article VI, Section C is increased to \$50.00.
4. Effective August 1, 2004, the free zone shall be increased to 35 miles radius.
5. Effective August 1, 2004, time spent traveling beyond the free zone shall be paid in half hour units at the employees base wage. If travel time occurs during an over time period, the applicable over time wage rate shall apply. Travel time compensation beyond the free zone will not exceed the maximum of \$50.00 dollars per day.
6. Initial travel point for travel pay purpose will be the employer's shop.

The remainder of our present Working Agreement for the Sacramento area is to remain unchanged, except as it may need to be modified to conform to the items contained herein.

HESTER ROOFING

By: 

John C. Beatty
Chief Exec. Officer

ROOFERS LOCAL UNION NO. 81, UNITED UNION
OF ROOFERS, WATERPROOFERS AND ALLIED
WORKERS, AFL-CIO

By: 

Douglas Ziegler
Business Representative

RECEIVED
Department of Industrial Rel.
AUG 02 2004
Div. of Labor Statistics & Research
Chief's Office

232-81-3

WORKING AGREEMENT

FOR THE COUNTIES OF

Alpine, Amador, Butte, Colusa, Del Norte, El Dorado,
Glenn, Humboldt, Lassen, Modoc, Nevada,
Placer, Plumas, Sacramento, Sierra,
Siskiyou, Shasta, Sutter, Tehama,
Trinity, Yolo and Yuba.

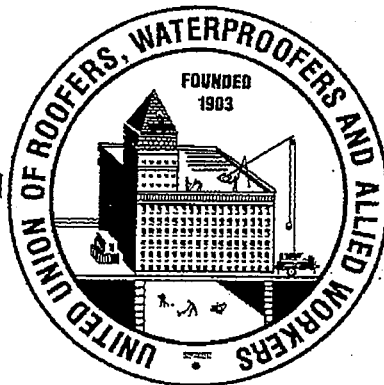
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Department of Industrial Relations

JUL 30 2001

Div. of Labor Statistics & Research
Chief's Office

2001-2004



ARTICLE VI
General Rules and Trade Jurisdiction

SECTION A: A shop shall be defined as a regular established place of business in which roofing materials and equipment are regularly stored and from which workmen and equipment are dispatched and which has been in existence and used without interruption as such for a period of not less than ninety (90) days prior to the initial award and/or commencement of any job whichever is first. For the convenience of Employers not having a regularly established shop as defined above, the Sacramento office of Local Union No. 81, Labor Center Building, 2840 El Centro Rd., Suite 117, Sacramento, CA, 95833, shall be designated as being a shop and traveling time and transportation shall be furnished from this point in accordance with the terms of this Agreement.

SECTION B: The Employer shall have his trucks plainly marked with signs, plainly visible from either side of the truck. The signs shall have letters readily visible from a distance of at least 50 feet.

SECTION C: On all out of town work when men are requested to remain overnight, the following sums shall be allowed each employee by the Employer for board and room, and traveling time shall be paid both ways at the applicable travel time rate: \$40.00 per night will be paid for subsistence.

SECTION D: The employer may have employees who are not driving company vehicles report to the job-site. All employees instructed to report to the job-site within the free zone shall receive no travel time, expense reimbursement or

auto mileage allowance.

All employees instructed to report to the shop shall be compensated at the employee's applicable wage rate for time spent traveling to the first job-site. Such employees shall receive no compensation for return travel from the last job-site.

If an employee elects to report to the employer's shop to receive transportation in a company vehicle to and/or from the job-site within the free zone, the employee will receive no travel time or expense allowance. Time spent for traveling beyond the free zone shall be paid at the employee's regular wage rate. If such traveling occurs during an overtime period, the applicable overtime wage rate shall be paid.

The present \$40.00 per day maximum for this travel expense reimbursement will continue unchanged.

Contributions to the fringe funds which are applicable to an employee's classification or category will commence when an employee reaches the initial job-site for the day and end when an employee leaves the last job-site for that day.

The free zone shall be a circle, with a radius of 33 miles extending from the State Capitol Building.

SECTION E: Reasonable and safe transportation shall be furnished by Employer. When transportation is not furnished by the Employer and employees are required to use their own car, they shall receive \$.35 per mile.

The employee who uses his own means of transportation by preference shall not receive compensation for use of same.

SECTION F: The hauling or hoisting of any and all materials and/or equipment by employees covered by this Agreement in their own automobiles or vehicles shall be prohibited